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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re)	CASE NO. BK-S-09-29109-MKN
)	CHAPTER 7
RODNEY ANTHONY FOX,)	MOTION FOR RELIEF FROM STAY
SHERRY DANIELLE FOX,)	RE: AUTOMOBILE
)	
Debtors.)	Motion No:
)	Hearing Date: 12/23/09
)	Hearing Time: 10:30 a.m.
)	Estimated Time: 10 minutes

I

STATEMENT OF FACTS

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and 28 U.S.C. § 157.

2. The 11 U.S.C. § 362 Information Sheet is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

3. The Debtors filed a Chapter 7 petition on October 9, 2009.

4. Movant, Wachovia Dealer Services, Inc., a California corporation, formerly known as WFS Financial Inc. holds a secured interest in a 2009 Hyundai Sonata Limited, Vehicle Identification No. 5NPEU46F39H498353. The vehicle is collateral for an obligation memorialized by an agreement. The agreement required monthly payments of \$641.63 commencing March 23, 2009 and consecutively thereafter for a total of 72 payments on a principal balance of \$34,500.00. The

1 annual interest rate was 9.99% per year. True and correct copies of
2 the agreement and Certificate of Title are attached hereto as
3 **Exhibits "B" and "C".**

4 5. Although the fair market value has not been established
5 under 11 U.S.C. § 506, it is alleged by Movant to be \$17,550.00.

6 6. As of November 20, 2009, the Debtors owe Movant the balance
7 of \$33,283.33.

8 7. The Debtors are \$1,298.26 in arrears since September 23,
9 2009.

10 STATEMENT OF AUTHORITIES

11 II

12 A. THIS COURT SHOULD GRANT RELIEF FROM THE STAY FOR CAUSE

13 Wachovia Dealer Services, Inc. requests that this Court grant
14 relief from the automatic stay. 11 U.S.C. § 362(d) provides in part
15 that:

16 On request of a party in interest and after
17 notice and a hearing, the court shall grant
18 relief from the stay provided under subsection
(a) of this section, such as by terminating,
annulling, modifying, or conditioning such stay-

19 (1) for cause, including the lack of
20 adequate protection of an interest
in property of such party in
21 interest;

* * *

22 The Debtors are in default on the contract obligations with
23 Movant. There is no equity in the vehicle and Movant is not
24 adequately protected. This is cause for this Court to terminate the
25 stay.

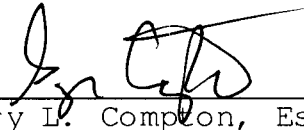
26 . . .

III

CONCLUSION

For these reasons, this Court should grant Wachovia Dealer Services, Inc. relief from the automatic stay under 11 U.S.C. § 362, and the stay under B.R. 4001(a)(3), and to waive the requirement of approval under LR 9021.

DATED this 24 day of November, 2009.



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Attorney for Wachovia Dealer
Services, Inc., a California
corporation, formerly known
as WFS Financial Inc.

** \$362 INFORMATION SHEET **

Rodney Anthony Fox & Sherry Danielle Fox

DEBTORS

BK-S-09-29109-MKN

MOTION NO.

BANKR. NO.

Wachovia Dealer Services, Inc., a California corporation, formerly known
as WFS Financial Inc.

CHAPTER: 7

MOVANT

PROPERTY INVOLVED IN THIS MOTION: 2009 Hyundai Sonata LimitedNOTICE SERVED ON: Debtor(s) x; Debtor(s)' counsel x; Trustee xDate of Service: November 24, 2009MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st \$33,283.332nd \$3rd 4th Other Total Encumbrances: \$33,283.33


APPRAISAL or OPINION as to VALUE:

\$17,550.00TERMS of MOVANT'S CONTRACT with the
DEBTOR:Amount of Note: \$34,500.00Interest Rate: 9.990%Duration: 72 MONTHS effective 3/23/09Payment per Month: \$641.63Date of Default: 9/23/09Amount in Arrears: \$1,298.26Date of Notice of Default: N/A

SPECIAL CIRCUMSTANCES:

Pre and post petition default. Lack of
adequate protection.

LR 4001(a)(3) Certification: Moving counsel
certifies that an attempt was made to
communicate in good faith with
Debtor(s) counsel/Debtor(s)/Trustee
on 11/23/09 regarding resolution of the
motion before filing the motion for relief
from stay.

SUBMITTED BY: Gary A. Compton, Esq.Signature: "EXHIBIT A"DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st 2nd 3rd 4th Other Total Encumbrances:

APPRAISAL or OPINION as to VALUE:

DEBTOR'S OFFER of "ADEQUATE
PROTECTION" for MOVANT:

SPECIAL CIRCUMSTANCES:

SECTION A: Buyer's Name(s): **SHERRY DANIELLE FOX**
 Name: **RODNEY ANTHONY FOX**
 Address: **P.O. BOX 97977**
 City: **LAS VEGAS** County: **CLARK**
 State: **NV** Zip: **89193**
 Bus. Phone: **[REDACTED]** Res. Phone: **[REDACTED]**
 Stock No.: **[REDACTED]** Salesperson: **CARY B MESOLOWS / BRIAN EZOR** Date: **02/06/2009**

CREDITOR: **HENDERSON HYUNDAI SUPERSTORE**
 Address: **460 N. BOULDER HIGHWAY**
 City: **HENDERSON** County: **CLARK**
 State: **NV** Zip: **89015**
 Phone: **702 565-1500**

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	641.63	MONTHLY BEGINNING 03/23/2009

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate: **9.99 %**

FINANCE CHARGE The dollar amount the credit will cost you: **\$ 11697.36**

Amount Financed The amount of credit provided to you or on your behalf: **\$ 34500.00**

Total of Payments The amount you will have paid after you have made all payments as scheduled: **\$ 46197.36**

Total Sales Price The total cost of your purchase on credit, including your cash payment of **\$ 1704.78**

INSURANCE: Credit life insurance, credit disability insurance and debt cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit life:	\$ N/A	N/A	I want credit life insurance: <input checked="" type="checkbox"/> FOR BOTH OF US
Joint credit life:	\$ N/A	N/A	We want joint credit life insurance: <input checked="" type="checkbox"/> FOR BOTH OF US
Credit disability:	\$ N/A	N/A	I want credit disability insurance: <input checked="" type="checkbox"/> FOR BOTH OF US
Credit life and disability:	\$ N/A	N/A	I want credit life and disability insurance: <input checked="" type="checkbox"/> FOR BOTH OF US
Joint credit life and disability:	\$ N/A	N/A	We want joint credit life and disability insurance: <input checked="" type="checkbox"/> FOR BOTH OF US
Debt cancellation coverage (GAP coverage):	\$ 412.00	72	I want debt cancellation coverage (GAP Coverage): <input checked="" type="checkbox"/> FOR BOTH OF US

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$ **N/A** and the term of the insurance will be **N/A**.

Security: You are giving a security interest in the goods or property being purchased.
☐ Other (Check if applicable) **N/A**

Filing fee \$ **5** Nonfiling insurance \$ **0**
 Life Charge: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.
 Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made this **6th** (day) of **FEBRUARY** (month) of **2009** (year), between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been offered a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

New or Used: **NEW** Year and Make: **2009 HYUNDAI**
 Series: **SONATA** Body Style: **4DR** No. Cyl.: **6**
 If truck, ton capacity: **N/A**

Manufacturer's Serial Number: **SNPEU46F39H498353**
 Use for which purchased: ☐ Personal ☐ Business ☐ Agriculture
 INCLUDING:
☐ Sun/Moon Roof ☐ Air Conditioning ☐ Automatic Transmission
☐ Power Steering ☐ Power Door Locks ☐ Power Seats
☐ Power Windows ☐ Tire Wheel ☐ Vinyl Top
☐ Cassette ☐ Cruise Control ☐ AM/FM Stereo
☐ Compact Disc Player

NATURAL **K** Color: **N/A** Tires: **N/A** Lic. No.:

You, severally and jointly, promise to pay us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessories to and proceeds of the Collateral. Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

Street: **P.O. BOX 97977** City: **LAS VEGAS**

County: **CLARK** State: **NV89193**

Your address after receipt of possession of Collateral:

Street: **P.O. BOX 97977** City: **LAS VEGAS**

County: **CLARK** State: **NV89193**

NOTICE OF RESCISSION RIGHTS

If buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.

Buyer's Signature: **Sherry Fox**

Co-Buyer's Signature: **[Signature]**

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION: You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before the _____ (day) of _____ (month) of _____ (year).

SELLER'S INITIALS: _____

SECTION E: NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish.

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALQUIER ESTIPULACIÓN CONTRARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

Buyer's Signature: **Sherry Fox** Date: **02/06/2009** Co-Buyer's Signature: **[Signature]** Date: **02/06/2009**

Creditor: **HENDERSON HYUNDAI SUPERSTORE** Title: **N/A**

FORM NO. 553MV (REV. 12/03) © 2003 Hyundai Motor America, 12345 Main Street, Suite 100, Dallas, TX 75201-1000. THE INFORMATION ON THIS FORM IS NOT VALID FOR ANY OTHER PURPOSES.

ORIGINAL LIENHOLDER

EXHIBIT B

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

[illegible][illegible]

**STATE OF NEVADA**

DEPARTMENT OF MOTOR VEHICLES

**CERTIFICATE OF TITLE**

VIN 5NPEU46F39H498353	YEAR 2009	MAKE HYUN	MODEL SONATA SE/	VEHICLE BODY P4D	TITLE NUMBER NV00 [REDACTED]
DATE ISSUED 03/05/2009	ODOMETER MILES 74	FUEL TYPE G	SALES TAX PD	EMPTY WT	GROSS WT
VEHICLE COLOR	ODOMETER BRAND				GVWR
ACTUAL MILES			BRANDS		

OWNER(S) NAME AND ADDRESS

FOX SHERRY DANIELLE
FOX RODNEY ANTHONY
PO BOX 97977
LAS VEGAS NV 89193-7977

OR

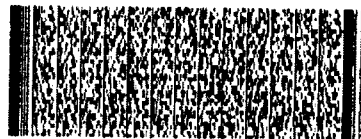
LIENHOLDER(S) NAME AND ADDRESS

WACHOVIA DEALER SERVICES INC
PO BOX 19733
IRVINE CA 92623-9733

LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT _____ DATE _____

PRINTED NAME OR COMPANY STAMP _____



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer _____ Nevada Driver's License Number or Identification Number ☐ AND ☐ OR

Printed Full Legal Name of Buyer _____ Nevada Driver's License Number or Identification Number _____

Address _____ City _____ State _____ Zip Code _____
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.
☐ NO
☐ TENTHS
☐ The mileage stated is in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership _____

Printed Name of Seller(s)/Agent/Dealership _____

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number _____

Date of Sale _____

Signature of Buyer _____

Printed Full Legal Name of Buyer _____

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO. [REDACTED]

RD-2 (Rev. 1/08)

(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT C